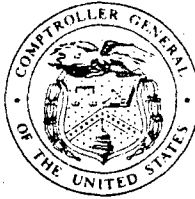


DECISION

20020 Weiskopf
**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-204968

DATE: November 12, 1981

MATTER OF: Integrity Services, Inc.

DIGEST:

Although Standard Form 33-A generally provides for the evaluation of 20-day prompt payment discounts, an agency properly did not evaluate the protester's offer of such a discount where the solicitation contained a specific clause stating the minimum period for evaluated discounts would be 30 days. The solicitation was not ambiguous because the Order of Precedence Clause stated the specific clause should prevail over other provisions.

Integrity Services, Inc. protests the Naval Supply Center's failure to evaluate its offer of a prompt payment discount, for payments within 20 calendar days, under invitation for bids (IFB) No. N00228-81-B-8604. Integrity requests that we rule that the discount be used in evaluating its bid, or in the alternative, that the IFB was ambiguous and all bids should be rejected and the Navy's needs resolicited. We summarily deny the protest.

The solicitation referenced Standard Form 33-A which explains that "prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award unless otherwise specified." In addition, the IFB expressly stated, in the Terms and Conditions of the solicitation, that:

"In accordance with * * * the Solicitation Instructions and Conditions (Standard Form 33-A), prompt payment discounts will be considered in the evaluation of bids, provided the minimum period for the offered discount is:

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30 days where delivery and acceptance are at destination [which apparently is the case here]."

Relying on Standard Form 33-A, Integrity offered a prompt payment discount for payment within 20 days. According to Integrity, it would be the low bidder if the discount were considered.

Such reliance was unfounded since the IFB contained the following provision:

"In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) Terms and Conditions of the solicitation, if any; (c) General Provisions; (d) other provisions of the contract, when attached or incorporated by reference; and (e) the specifications."

Thus, the Order of Precedence Clause clearly advised bidders that specific provisions in the IFB's Terms and Conditions superseded other provisions, including Standard Form 33-A. In light of the clause, the agency properly did not evaluate Integrity's 20-day prompt payment discount, see Bristol Electronics, Inc., B-191449, August 4, 1978, 78-2 CPD 88, and we find no merit in Integrity's protest that the agency failed to evaluate the offered discount or that the IFB was ambiguous.

The protest is summarily denied.

Wilton J. Fowler
for Comptroller General
of the United States